FORM BXA-6051P (REV. 10-89)

U.S. DEPARTMENT OF COMMERCE BUREAU OF EXPORT ADMINISTRATION

THIS SPACE FOR BXA USE

This report is required by law (50 U.S.C. App. §2403-1a(b); P.L. 95-52; E.O. 12002; 15 CFR Part 769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

## REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT MULTIPLE TRANSACTIONS (Sheet No. 1)

(For reporting requests described in 769 of the Export Administration Regulations)

### NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE.

The Export Administration Act permits you to protect from public discloure information regarding the quantity, description, and value of the commodities or technical data supplied in Item 9 of this report and in any accompanying documents. If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying. You can obtain this protection by certifying, in Item 5 of the report, that disclosure of the information regarding the quantity, description and value of the commodities or technical data referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 5, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 9 of the public inspection copy of the report form and from the public inspection copies of the accompanying documents. The withholding of this information will be honored by the Department unless the Secretary determinies that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

INSTRUCTIONS: 1. This form may not include a transaction report that is filed late, nor indicate a decision on request other than those coded in Item 4 below. 2. This form may be used to report on behalf of another United States person if all transactions apply to the person identified in Item 2, but may not be considered as a dual report on behalf of both persons identified in Item 1a and Item 2. 3. Limit each report to 75 transactions or less. 4. Attach as many continuation sheets as needed. Enter sheet number and name of reporting firm on each continuation sheet (starting with Sheet No 2). 5. List each transaction across the continuation sheet, completing all items that apply. Use as many lines as necessary but separate transactions with a blank space or line. 6. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 7. Assemble and submit the duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. If you certify, in Item 5, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the right hand portion of the Duplicate (Public Inspection Copy) of the continuation sheet(s) relating to Column 9. MULTIPLE TRANSACTIONS: Public reporting for this collection of information is estimated to average one hour per reported request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503. 2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person 1a. Identify firm submitting this report: Specify firm type: 1b. Check any applicable box:

Address: City, State and ZIP: Country (if other than USA):	WAGSTAFF, INC. 3910 N. FLORA RD. SPOKANE, WA 99216 (509)922-1404 own) 91-0722578	268745	Exporter  Bank Forwarder Carrier  Insurer Other	Revision of a previous report (attach two copies of the previously submitted report)  Resubmission of a deficient report returned by BTR (attach form letter that was returned with deficient report)  Report on behalf of the person identified in item 2	Name: Address: City, State and ZIP: Country (if other than USA): Type of firm: (see list in item 1a)	neigh subsidially, exporter, beneficially).
C Request to carrier for bla U Unwritten, not otherwise L Letter of credit	T CODES (use to code Column 6 of acklist certificate (submit two copies of a provided for (make transcript of requeder/accepted contract/ shipping instruc	f blacklist certificate or transcript of request and submit two copies)	uest)			
B Bid invitation/tender/prop Q Questionaire (not related 9 Other written		Submit two copies of each	document or relevant page	e in which the request appears.		Pd 67-21-98
	not take the action requested	,				
5. Protection of Certain Inform	rmation from Disclosure: (Check ap	ppropriate boxes and sign Below)				
I (we) certify that disclose	osure to the public of the information re	egarding quantity, description, and valu	e of the commodities or te	chnical data contained in:		
Column 9 of the att	ttached continuation sheets (If you che	eck this box, be sure to remove column	9 from the Duplicate (Pub	olic Inspection Copy)) of the continuation sheets.		
Attached document	nts (If you check this box, be sure to ed	dit the "Public Inspection Copy" of the o	documents submitted to ex	clude the specified information.) would place a United States person	n involved at a competitive disadvantage, and I	(we) request that it be kept confidential
, , ,	release of all information contained in	•				
I (we) certify that all stateme	ents and information contained in this	report are true and correct to the best	of my (our) knowledge and	d belief.		
Sign here in ink	Michaell	inkon	Type or print M	ICHAEL S. ERICKSON	Date	7/21/98
	INCOME AND ADDITIONS OF			D	W 11 1 D 0 00000	LISCOMM-DC 90-2400

FORM BXA-6051P-a U.S. DEPARTMENT OF COMMERCE SHEET NO. (2) Also enter firm identification number assigned to exporting firm, if known. (Rev. 10-89) **Bureau of Export Administration** Columii (6) Use codes found on Sheet No. 1 to specify type(s) of document conveying the REPORTING FIRM (Name) request. WAGSTAFF, INC. REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT (7) Use codes found on Sheet No.1 to indicate whether action taken or not taken. (8) Enter reporting firm's reference number (e.g., letter of credit, customer 3910 N. FLORA order, invoice). This number must appear on corresponding copy of document MULTIPLE TRANSACTIONS (Continuation Sheet) SPOKANE, WA 99216 or relevant page. Attach copies in same order as listed on continuation sheet(s). REQUEST-ING DOCUMENT CODE BOYCOTTING BOYCOTTED DATE **RSN SUBSET** NAME AND ADDRESS OF EXPORTING DECISION ON REQUEST CODE REQUEST YOUR COMMODITIES OR TECHNICAL DATA COUNTRY COUNTRY RTP/CLASS FIRM INVOLVED RECEIVED REFERENCE (description, quality, and value to OTHER PARTY FIN OR COUNTRIES (unless same as item 1a or item 2 on Sheet No. 1) BY FIRM NUMBER the nearest whole dollar) (month/day/year) (8) (9) (2) (4) (5) (6) (1) (3) 8 769.3 THIS SPACE FOR BXA USE T M17418 DUBAI ISRAEL 05/03/98 R PARTS ALUM CASTING EQUIP M17419 \$25,485.15 Sheet No. M17421 M17385 PARTS ALUM CASTING EQUIP DUBAI ISRAEL 05/13/98 R T \$ 4,450.00 PARTS ALUM CASTING EQUIP T M17498 DUABI ISRAEL 05/31/98 R M17497 \$ 1,584.00 PARTS ALUM CASTING EQUIP R T M17501 DUBAI ISRAEL 06/01/98 376.30

# ستسرلهٔ است یوم دین انتخب که وده

30X : 332, 5 3	A EM DUBAL ALUMINIUM	A COMPANY LIMITE	: 1 × ¥ :
	PURCHASE CROER	فلب شراء	Sheet No.
983	2	Purchase Orde	er No Date ssued
WAGS	STAFF ENGINEERING INC.	0130556	01-JUN-98
	910 FLORA ROAD KANE. WASHINGTON 99216	Delivery Required by	15-JUL-98
UNI	TED STATES OF AMERICA	Mode of Shipment	BY AIR
Vencor Ref.	C1016/980526	Deliver To KUEHNE	3 NAGEL
<sup>2</sup> ayment Terms	MAIL TRANSFER - 30 DAYS FROM RECEIPT		
Celivery Terms	INCOTERMS 1990,(EXW) EX WORKS		

PURCHASE ORDER NUMBER MUST APPEAR ON ALL PAPERS AND PACKAGES RELATING TO THIS ORDER. INVOICES IN DUPLICATE ARE TO QUOTE PURCHASE ORDER NUMBER AND MARKED FOR ATTENTION OF ACCOUNTS DEPT. ONLY ONE ORDER IS TO BE COVERED BY EACH INVOICE.

E.	QUANTITY	UNIT	REQUISITION STOCK No.	DESCRI	PTION		UNITPRICE
				ATTN : MR. ROCKY WEIGUM			
. 1	20	EΑ	97-30-25	CAP, INJECTOR, WAGSTAFF, PNV	/WF		2.5000
2	30	EA	97-30-27	SPRING, RETURN, SS, WAGSTAFF	F,PN6J5		3.8500
r)	30	EΑ	97-30-29	PIN, INJECTOR, WAGSTAFF, PN5	59E		.6500
4	20	EΑ	97-30-30	RETAINER, INJECTOR PACKING	G,WAGSTAFF,PNR41		2.7500
(1)	50	ΞA	97-30-32	RING,-0,FCR INJECTOR,WAGS	STAFF, PNR40		.1500
(0)	50	ΞA	97-30-34	RETAINER, LOCK-NUT, FOR INJ	JECTOR, WAGSTAFF, PNVV	/G	1.3000
7	10	EA	97-30-33	GASKET, FOR OIL UNIT, WAGST	TAFF,PNDB7		2.5000
Ø	24	FT	97-30-94	TUBE, SHRINK, YELLOW, INJECT WAGSTAFF	TOR, FOR AIRSLIP CAST	TING,	1.2000
				Juega- JM17501			
C	JRRENCY	U	S DOLLARS		TOTAL GROER VALUE	U\$	376.30

For all enquiries regarding this order contact

N. H. KHAN, SNR.BUYER

Accroved Sy

For and on behalf of DUBAL LOHINIUM COMPANY LTD Continued on Sheet

## THE TOPMS

any Limited (nereinalier nalied the Buyer) will not be liable for orders unless they are issued on its printed order forms and duly signed on behalf of the Buyer

## JUNEAU LEDGEMENT OF DADER

icament at this order must be made by return of bost. If the dolivery date is not stated in the order, it must be advised on the advinoused ement. Acceptance of the order antalis acceptance of all its conditions and instructions and in the event of such conditions and instructions conflicting with any conditions or instructions of the Seiler, whether speci-\*\* 3 Mar a quotation acknowledgement or acceptance or otherwise, the Seller's conditions and instructions shall be geemed to have no application and the Buyer's condi-

## "05 HOTES

is tirid libited note must be renwarded to the Buyer as instituted on the same day as the goods or materials are despatched.

## ACEMENT AND CANCELLATION

- This sound on inspection, in manufacture, or in use that any goods or materials supplied do not conform to the specification or sample or if the quality of the material and / or workmanship is defective or not to the Buver's reasonable satisfaction the Buver shall be entitled, without prejudice to its other rights under statute or otherwise, to return the access or materials to the Seller for replacement at no cost to the Buyer.
  - sine case or failure by the Seller to deliver or complete within the stipulated time or failure to comply with the conditions of the order, or in the event of continued delivenes of ajective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.
  - and in Page 1 by the Seller of any term of the order either in respect of time of delivery or otherwise shall, whether the Buyer has accepted the goods or materials or any part thereof on the Advisor the property in the goods or materials has bassed to the Buyer or not, entitle the Buyer at its option either to treat the order as reduciated in whole or in participants of such contion of the order as reduciated take action in respect of the preach including a claim for damages where appropriate.

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## STRAMORAMA REDRIC

this round necessary to make any alterations to the original order this shall be done by written order amendment. Should the agreed price increase or decrease because of this amendment, the Seller shall notify the Buyer of any change within 14 days from receipt of the written amendment.

## 3. APPROVAL OF DESIGNS

on the carts to be delivered are to be manufactured in accordance with the Seller's designs plans or drawings or when samples are to be submitted for approval by the Buyer, the according the figure requirements that may be detailed in the collections to comply with the specification or any other requirements that may be detailed in the criteria.

JARANTEE The Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any detect in or failure of the goods or materials supplied which under proper use appear therein and anse from faulty design, materials or workmanship, within a period of 12 calendar months, or auch longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer

#### LS AND EXCLUSIVE MANUFACTURE

It designs, drawings, specifications, technical data, samples, gauges, tools, patterns, moulds and other materials supplied or loaned by the Buyer or made expressly to the Buyer's estructions or paid for by the Buyer snall be marked "Property of DUBAL" and shall be and remain the Buyer's property and shall be returned to the Buyer on demand in good condition. But a structure snall be treated as secret and contidential and snall not, without the Buyer's consent in writing, be published or disclosed to any third party or made use of by the suer encapt for the purpose or interpreting and, or fulfilling the order.

## 9. PATENTS AND DESIGNS

Seller guarantees that the sale or use of the goods or materials specified in the order will not infringe any patent design, trade mark, or trade name, and undertake to indemnify ne Buver against any claims, damages, or costs arising from an actual or alleged infringement. Such quarantee shall not apply in the case of goods made to the design of the Buyer.

he Seller will indemnify the Buyer against the following:

- (a) Loss or damage or injury, or death whatsoever and whensover ansing caused to the Buyer, or for which the Buyer may be liable to the third party, due to defective workmanship or unsound quality of goods or materials supplied.
- Claims in respect of death or injury, howscever caused, to any of the employees of the Seller, its agents or sub-contractors while in or about the Buyer's sites or works or other

#### PRICE

The once quoted by the Seller or shown on the Buyer's official Purchase Order is firm and not subject to variation for any reason. The Buyer shall be entitled to deduct from any moes due or becoming due to the Seller in connection with the order any monies due from the Seller to the Buyer.

## SSIGNMENT

te Seller snail not sub-contract the whole or any part of the order or the benefit thereof without the written consent of the Buyer.

## PACKING MATERIALS

acking cases, boxes, drums and / or packing materials shall form part of the quoted price and shall not be separately charged by the Seller and shall be regarded as non-returnable unless otherwise agreed in writing by the Buyer.

## TITLE AND RISK

The little and risk in the goods or materials shall not pass to the Buyer until the goods or materials are physically delivered in good condition to the Buyer's works or to any other agreed telli erv point.

## EDMARUSHT .F

- The Saller and Forms sub-contractors shall insure all patterns, dies, tools, jigs, goods or materials that may be at their works or in transit against the loss or damage from whatever ansure ansing except the risks or war, present act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or success and in such manner that the Buyer and Seiler are covered during the period of manufacture, to the full value of the material in duestion.
- The General cause a note of the Buyer's interest in the character collicies taken out bursuant to paragraph (a)
  - to a Condition to be made thereon and shall produce as and when required by the Buyer the relevant policy or policies or insurance and premium receipts.

# TERMINATION

This order may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be cald for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

## FORCE MEJEURE

ne Builer's prevented from taking celivery by any cause beyond its control noticing but without limitation any Government Act. Government Regulation, strike lockout or fire. Inal Euver shall be entitled to cancel or delay the order in whole or in part.

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े 👉 प्रकृति का shall not supply goods of materials within have geen manufactured of processed in Israel nor shall the services of any israeli organisation be used in handling of fransporting the holds of materials.

ылж : 3627, Эцраі - U.A.E. (459) (4) 346666 (7540) 34114 EM

شتركنه المستسيوم ديلي المحسدودة

DUBAI ALUMINIUM COMPANY LIMITED رسفر فساسة المعامدة 348282 PURCHASE OFFIER Sneet No. auronase Order No Date ssued 9833 WAGSTAFF ENGINEERING INC, 0130139 03-MAY-98 N.3910 FLORA ROAD SPOKANE, WASHINGTON 99216 Dalivery Required by \*SEE DELV SCHEDULE UNITED STATES OF AMERICA Mode of Shipment \*SEE DELV SCHEDULE Dailyer To KUEHNE & NAGEL Nendor Ref. C1016/980414B Payment Terms MAIL TRANSFER - 30 DAYS FROM RECEIPT Dailyery Tarms INCOTERMS 1990, (EXW) EX WORKS PURCHASE ORDER NUMBER MUST APPEAR ON ALL PAPERS AND PACKAGES RELATING TO THIS ORDER. INVOICES IN DUPLICATE ARE TO QUOTE PURCHASE ORDER NUMBER AND MARKED FOR ATTENTION OF ACCOUNTS DEPT. ONLY ONE ORDER IS TO BE COVERED BY EACH INVOICE. REQUISITION 2UANTITY UNIT DESCRIPTION UNIT PPICE STOCK No.

8	25	EΑ	56-62-64	DAM ASSY,7",WITH HANDLE,FOR DC3,WAGSTAFF,PNPRA	90.0000
9	21	EΑ	56-60-31	PLATE, TRANSITION, SSG, FCR 203 MM DIA, WAGSTAFF	39.7500
10	30	ΞA	56-48-41	PIN ASSY, LOCKING, STARTING HEAD, FOR DC3, WAGSTAFF, PNA78	8.0000
				** DELIVERY SCHEDULE ** ITEM DELV QTY DATE REQD SHIP MODE	
				1 1 50 15-MAY-98 BY SEA 2 1 75 15-MAY-98 BY SEA 3 1 40 15-JUN-98 BY SEA 4 1 12 15-MAY-98 BY AIR 5 1 12 15-MAY-98 BY AIR 6 1 20 15-JUN-98 BY SEA 7 1 45 15-JUN-98 BY SEA 8 1 25 15-JUN-98 BY SEA 9 1 21 15-JUN-98 BY SEA 10 1 30 15-MAY-98 BY AIR	. •

TOTAL CADER VALUE US DUPREMOY US DOLLARS For all enquines regarding this order contact Approved By

N. H. KHAN, SNR.BUYER

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## THE TRIPMS

pany Limited i Pereinalter called the Buyer, will not be liable for orders unless they are issued on its pri ited cricer forms and duly signed on penalt of the Buller

#### ACKNOWN LEGGEMENT OF DADER

mant of this order must be made by return or cost. If the delivery date is not stated in the order, it must be advised on the acknowledgement. Acceptance of the order entails acceptance of all its conditions and instructions and in the event of such conditions and instructions contribing with any conditions or instructions of the Seiler, whether specions and vistructions shall prevail.

তি ''OE MOTES লোক কৰে এফাৰে note must be rerwarded to the Buyer as instructed on the same day as the goods or materials are despatched.

## ACEMENT AND CANCELL ATION

- tit is found on inspection, in manufacture, or in use that any goods or materials supplied do not conform to the specification or sample or if the quality of the material and / or correspond is defective or not to the Buyer's reasonable satisfaction the Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to return the acces or materials to the Seller for replacement at no cost to the Buyer.
  - and sase of failure by the Seller to deliver or complete within the stipulated time or failure to comply with the conditions of the order, or in the event of continued delivenes of lafective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.

any praison by the Seiler of any term of the order eitner in respect of time of delivery or otherwise snall, whether the Buyer has accepted the goods or materials or any part thereof the first and whether the property in the goods or materials has passed to the Buyer or not, entitle the Buyer at its option either to treat the order as requolated in whole or in part or type act of such portion of the order not so reductated take action in respect of the preach including a claim for damages where appropriate. 📖 👢

## CROSH AMENDMENTS

tis found necessary to make any alterations to the original order this shall be done by written order amendment. Should the agreed price increase or decrease because of this amendment, the Seller shall notify the Buyer of any change within 14 days from receipt of the written amendment.

menthe carts to be cellivered are to be manufactured in accordance with the Seller's designs plans or drawings or when samples are to be submitted for approval by the Buyer, the accordance with the Seller's designs plans or drawings or when samples are to be submitted for approval by the Buyer, the accordance with the specification or any other requirements that may be detailed in the order.

## EETHARL

The Buyer snail be entitled, without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any detect in or failure of the goods or materials supplied which under proper use appear therein and larse from faulty design, materials or workmanship, within a period of 12 calendar months, or auch longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer.

## 3 AND EXCLUSIVE MANUFACTURE

designs, drawings, specifications, technical data, samples, gauges, tools, patterns, moulds and other materials supplied or loaned by the Buyer or made expressly to the Buyer's estructions or paid for by the Buyer shall be marked "Property of DUBAL" and shall be and remain the Buyer's property and shall be returned to the Buyer on demand in good condition. Such articles shall be treated as secret and contidential and shall not, without the Buyer's consent in writing, be published or disclosed to any third party or made use or by the  $\mathbb{R}_{\text{def}}$  except for the purpose of interpreting and , or fulfilling the order.

The Seller guarantees that the sale or use of the goods or materials specified in the order will not infringe any patent design, trade mark, or trade name, and undertake to indemnify the Buyer against any claims, damages, or costs arising from an actual or alleged infringement. Such quarantee shall not apply in the case of goods made to the design of the Buyer.

#### 10. INDEMNITY

he Seller will indemnify the Guyer against the following :

- (a) Loss or damage or injury, or death whatsoever and whensover ansing caused to the Buyer, or for which the Buyer may be liable to the third party, due to defective workmanship or unsound quality of goods or materials supplied.
- Claims in respect of death or injury, howscever caused, to any of the employees of the Seller, its agents or sub-contractors while in or about the Buyer's sites or works or oth claces of business.

#### 30103

he crice quoted by the Seller or shown on the Buyer's official Purchase Order is firm and not subject to variation for any reason. The Buyer shall be entitled to deduct from any mories due or becoming due to the Seller in connection with the order any monies due from the Seller to the Buyer.

# SSIGNMENT

te Saller shall not sub-contract the whole or any part of the order or the benefit thereof without the written consent of the Buyer.

# S. PACKING MATERIALS

acking cases, boxes, drums and / or packing materials shall form part of the quoted price and shall not be separately charged by the Seller and shall be regarded as non-returnable aniess otherwise agreed in writing by the Buyer.

The title and risk in the goods or materials shall not pass to the Buyer until the goods or materials are physically delivered in good condition to the Buyer's works or to any other agreed

## EDMARUEIT .F

- The Claims and Forms sub-contractors shall insure all patterns, dies, tools, (igs, goods or materials that may be at their works or in transit against the loss or damage from whatever ansure arising except the risks or war. Lavasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or mintary or surped cower, and in such manner that the Buyer and Seller are covered during the period of manufacture, to the full value of the material in question.
- The Description cause a note of the Buyer's interest in the insurance collicies taken out pursuant to paragraph (a) to be made thereon and shall produce as and when required by the Buyer the relevant policy or policies or insurance and premium receipts.

## TEMMATICAL

is order may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be caid for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

## FORCE MEJEURE

re Buyer's crevented from taking delivery by any cause deyond its control noticing but without limitation any Government Act. Government Regulation, strike lockout or fra. In Buyer shall be entitled to cancel or delay the order in whole or in part.

# The aligned bons and discuotations, offers and lacceptances, shall be governed by and construed in accordance with English law ್ಷಣ ಕತ್ತು ೨೬೩೮ಽಶ

Four itribution of supply goods or materials which have deen manufactured or processed in Israel nor shall the services of any shaeli organisation be used in handling or transport to a coods or materials.

oxi: 0827 Qubai - U.A.E. eber i-a 348886 1240 D.A.D.A.EM

# مشركة المستوم دبى المحسد ودة DUBAI ALUMINIUM COMPANY LIMITED

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<del></del>	0000					Date Peduad
		TAFF	ENGINEERING INC	ο,	0130298	13-MAY-93
	SPOK	ANE,	CRA ROAD WASHINGTON 392		Deckery Fierward for 30-JUN-98	
	UNIT	ED ST	ATES OF AMERICA	4	Mode of Brownert BY AIR	
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C acr	rery Terms	INCO	TERMS 1990.(EX	V) EX WORKS	i !	
	IVCICES IN	DUPLIC	NUMBER MUST APPEA LATE ARE TO QUOTE P IS TO BE COVERED BY		באלים מין די מין מין מין מין מין מין מין מין מין מי	
Ξί.) .c.	QUANTITY	דומט	REQUISITION STOCK No.	2530	RIPTION	JMT PRICE
	1			ATTN : MR.RC	CKY WEIGUM	!
•	200	EA	0722721	INJECTOR CAP PNVWF		2.5000
2	500	EA	0722721	RETURN SPRINGS SS PN6J5		3.8500
3	1 500	EA	0722721	INDICATOR PIN PN59E		.6500
4	500	EA	0722721	INJECTOR PACKING RETAIN	ER PNR41	2.7000
õ	500	EΑ	0722721	INJECTOR C-RING PNR40	· C	.1500
5	100	EA	0722721	INJECTOR LOCKNUT PNVWG		1.5000
7	50	ĒA	0722721	GASKET FOR OIL UNIT WAG	STAFF PNDB7	2.5000
	•			•		
		er e skrivistiske vider spik miljeler stere miljeler ser		YOUR QUOTATION REF. 010 REFERS.	16/980508 DATED 08.05.1998	
			f	17385 japane 98		
7.	URRENCY	<u> </u>	is DCLL758	1 repute 1 s	TOTAL NOTE HAVE US	4450.00

For all enquines regarding this order contact

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4450.00

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N. H. KHAN. SNR.BUYER

### CANCER FORMS

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## JUICHO WEEDGEMENT OF DROER

comment at this order must be made by return of cost. If the delivery date is not stated in the order, it must be advised on the acknowledgement, Acceptance of the order antains acceptance of all its conditions and instructions and in the event of such conditions and instructions conflicting with any conditions or instructions and instructions and instructions and instructions and instructions conflicting with any conditions or instructions or instructions or instructions and instructions and instructions and instructions shall be deemed to have no application and the Buyer's conditions and instructions shall be deemed to have no application and the Buyer's conditions.

## "OE NOTES

this is a covide note must be converded to the Buyer as instructed on the same day as the goods or materials are despatched.

## ACEMENT AND CANCELLATION

- fix is found on inspection, in manufacture, or in use that any goods or materials supplied do not conform to the specification or sample or if the quality of the material and / or workmanship is defective or not to the Buver's reasonable satisfaction the Buver shall be entitled, without prejudice to its other rights under statute or otherwise, to return the acces or materials to the Seller for replacement at no cost to the Buyer.
  - a the case of failure by the Saller to deliver or complete within the stipulated time or failure to comply with the conditions of the order, or in the event of continued deliveries of lafective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.
  - and in reach by the Seiler of any term of the order either in respect of time of delivery or otherwise shall, whether the Buyer has accepted the goods or materials or any part thereof in the disverse process of the ground and the goods or materials has bassed to the duyer or not, entitle the duver at its option either to treat the order as repudiated in whole or in part or the preach including a claim for damages where appropriate.

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## CROSH AMENDMENTS

tis found necessary to make any alterations to the original order this shall be done by written order amendment. Should the agreed price increase or decrease because of this amendment, the Seller shall notify the Buyer of any change within 14 days from receipt of the written amendment.

## 3. APPROVAL OF DESIGNS

Then the carts to be delivered are to be manufactured in accordance with the Seller's designs plans or drawings or when samples are to be submitted for approval by the Buyer, the decrease of the submitted for approval by the Buyer, the decrease of the submitted for approval by the Buyer, the decrease of the submitted for approval by the Buyer, the decrease of the submitted for approval by the Buyer, the decrease of the submitted for approval by the Buyer, the decrease of the submitted for approval by the Buyer, the decrease of the submitted for approval by the Buyer, the decrease of the submitted for approval by the Buyer, the decrease of the submitted for approval by the Buyer, the decrease of the submitted for approval by the Buyer, the decrease of the submitted for approval by the Buyer, the decrease of the submitted for approval by the Buyer, the decrease of the submitted for approval by the Buyer, the decrease of the submitted for approval by the Buyer, the decrease of the submitted for approval by the Buyer, the decrease of the submitted for approval by the Buyer, the decrease of the submitted for approval by the Buyer, the submitted for approval by the Buyer, the submitted for approval by the Buyer of the submitted for approval by the submitted for approval by

EETHAR The Buyer snall be entitled, without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any detect in or failure of the goods or materials supplied which under proper use appear therein and anse from faulty design, materials or workmanship, within a period of 12 calendar months, or auch longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer

## O' 3 AND EYCLUSIVE MANUFACTURE

A designs, drawings, specifications, technical data, samples, gauges, tools, patterns, moulds and other materials supplied or loaned by the Buyer or made expressly to the Buyer's instructions or paid for by the Buyer shall be marked "Property of DUBAL" and shall be and remain the Buyer's property and shall be returned to the Buyer on demand in good condition. Such articles shall be treated as secret and confidential and shall not, without the Buyer's consent in writing, be published or disclosed to any third party or made use of by the Buyer should for the purpose or interpreting and, or fulfilling the order.

#### PATENTS AND DESIGNS

Selier guarantees that the sale or use of the goods or materials specified in the order will not infringe any patent design, trade mark, or trade name, and undertake to indemnify ne Buyer against any claims, damages, or costs ansing from an actual or alleged infringement. Such quarantee shall not apply in the case of goods made to the design of the Buyer.

he Seller will indemnify the Suyer against the following :

- cass or damage or injury, or death whatsoever and whensover ansing caused to the Buyer, or for which the Buyer may be liable to the third party, due to defective workmanship or unsound quality of goods or materials supplied.
- Claims in respect of death or injury, howsoever caused, to any of the employees of the Seller, its agents or sub-contractors while in or about the Buyer's sites or works or other

## PICE

The crice quoted by the Seiler or shown on the Buyer's official Purchase Order is firm and not subject to variation for any reason. The Buyer shall be entitled to deduct from any moes due or becoming due to the Seller in connection with the order any monies due from the Seller to the Buyer.

## SSIGNMENT

te Saller shall not sub-contract the whole or any part of the order or the benefit thereof without the written consent of the Buyer.

## PACKING MATERIALS

acking cases, boxes, drums and / or packing materials shall form part of the quoted price and shall not be separately charged by the Seller and shall be regarded as non-returnable intess otherwise agreed in writing by the Buyer.

## TITLE AND BISK

hailtle and risk in the goods or materials shall not pass to the Buyer until the goods or materials are physically delivered in good condition to the Buyer's works or to any other agreed telivery point.

## E. TISURANCE

- The Galler and Forms sub-contractors shall insure all patterns. Jies, tools, jigs, goods or materials that may be at their works or in transit against the loss or damage from whatever name arising except the risks of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or surped power, and in such manner that the Buyer and Seller are covered during the bened of manufacture, to the full value of the material in question
- The Determinal cause a note of the Buyer's interest in the insurance concies taken out pursuant to paragraph (a)
  - to it is Condition to be made thereon and shall produce as and when required by the Buyer the relevant policy or policies or insurance and premium receipts.

## TEMINATION

This order may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be cald for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

## FORCE MEJEURE

re Buiver is prevented from taking delivery by any cause beyond its control including but without limitation any Government Act. Government Regulation, strike lockout or fire. To Bover shall be entitled to cancel or delay the order in whole or in part.

# to a rand being and all quotations, leffers and lacceptances, anail be deverned by and construed in accordance with English law

j.:3 - 612 01 To sum ar analinot supply goods or materials which have deen manufactured or processed in Israel nor shall the services of any israeli organisation be used in handling private port of the process or materials. 3. Eqx : 3627 Dubai - U.A.E. : Jepei Ali 846666 : : 47240 DALJA EM osimile : 346292

# DUBAI ALUMINIUM COMPANY LIMITED

النون - ۸۵۳۳۹۳ جين عل اللكس - ۱۳۶۵ سطاني اد ارسانر شيفرنية ۱۳۲۲ ۸۵

ـراءَ PURCHASE ORDER Sheet No. Purchase Order No. Date Issued 9833 WAGSTAFF ENGINEERING INC, 0130527 31-MAY-98 N.3910 FLORA ROAD \*SEE DELV SCHEDULE **Delivery Required by** SPOKANE, WASHINGTON 99216 UNITED STATES OF AMERICA Mode of Shipment BY SEA Deliver To KUEHNE & NAGEL /endor Ref. MAIL TRANSFER - 30 DAYS FROM RECEIPT Payment Terms INCOTERMS 1990, (EXW) EX WORKS **Delivery Terms** PURCHASE ORDER NUMBER MUST APPEAR ON ALL PAPERS AND PACKAGES RELATING TO THIS ORDER. INVOICES IN DUPLICATE ARE TO QUOTE PURCHASE ORDER NUMBER AND MARKED FOR ATTENTION OF ACCOUNTS DEPT. ONLY ONE ORDER IS TO BE COVERED BY EACH INVOICE. REQUISITION MET UNIT PRICE DESCRIPTION QUANTITY UNIT No. STOCK No. ATTN : MR.ROCKY WEIGUM : PLATE, TRANS, STEPPED STRAIGHT, MATERIAL N17, UNCOATED 35.3000 56-60-21 30 EΑ 1 FOR 178 DIA MOULD, WAGSTAFF, 09302020TB/120 PNPWP, EA M17498 PIECE SEPERATED BY CARDBOARD & ADEQUATELY PKD 4.4000 INSERT, THREAD, RIGID, STEEL, M6 X 1 X 10MM, OUTSIDE 13-88-04 2 100 EΑ M10 X 1.25, FOR MOULD REPAIR, WAGSTAFF, REF KEENSERT KNM6X1F, PNEW9 85.0000 SEALANT, MASTER BOND POLYMER SYSTEM, FOR AIRSLIP 3 EΑ 30-22-16 CASTING GRAPHITE RINGS, WAGSTAFF, PNK5Z, 1 11 1497 PINT/BOTTLE \*\* DELIVERY SCHEDULE \*\* QTY DATE REQD SHIP MODE ITEM DELV 15-AUG-98 BY SEA 30 15-AUG-98 BY SEA 100 BY SEA 18-JUN-98 REF YOUR QUOTE : C1016/980526A & B

For all enquines regarding this order contact

US DOLLARS

N. H. KHAN, SNR.BUYER

CURRENCY

R V

Approved By

TOTAL ORDER VALUE

For and on benaif of DCBALAL MINION COMPANY LTD

U\$

\_\_\_Continued on Sheet

1584.00

## CALTE FORMS

in Company Limited (Persinaliter called the Buyer) will not be liable for orders unless they are issued on its chinted order forms and duly signed on dehalf of the Buyer.

### ACKNOWLEDGEMENT OF DROER

not mediament at this order must be made by return of cost, if the college is not stated in the order, it must be advised on the adxnowledgement. Acceptance of the order antails added that is conditions and instructions and in the event of such conditions and instructions conflicting with any conditions or instructions of the Seller, whether specified in the Seller's ductation acknowledgement or acceptance or otherwise, the Seller's conditions and instructions shall be geemed to have no application and the Buyer's conditions. and and distructions shall prevail.

of third, whose note must be renwarded to the Buyer as instructed on the same day as the goods or materials are despatched.

## CEMENT AND CANCELLATION

- 121 fit is found on inspection, in manufacture, or in use that any goods or materials supplied do not conform to the specification or sample or if the quality of the material and / or vorcer ansity is defective or not to the Buyer's reasonable satisfaction the Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to return the appeal or materials to the Seller for replacement at no cost to the Buyer.
  - a tracese of failure by the Seller to deliver or complete within the stipulated time or failure to comply with the conditions of the order, or in the event of continued deliveries of lafective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.
  - and a reaction by the Seiler of any term of the order eitner in respect of time of delivery or otherwise shall, whether the Buyer has accepted the goods or materials or any part thereof on the And whether the property in the goods or materials has bassed to the Buyer or not, entitle the Buyer at its option either to treat the order as reduciated in whole or in participant at a such contion of the order not so reduciated taxe action in respect of the preach including a claim for damages where appropriate.

## 5. CROSH AMENOMENTS

tis found necessary to make any alterations to the original order this shall be done by written order amendment. Should the agreed price increase or decrease because of this amendment, the Seller shall notify the Buyer of any change within 14 days from receipt of the written amendment.

## 3. APPROVAL OF DESIGNS

then the parts to be delivered are to be manufactured in accordance with the Seller's designs plans or drawings or when samples are to be submitted for approval by the Buyer, the later two by the Buyer are duver shall in no way relieve the Seller from the obligations to comply with the specification or any other requirements that may be detailed in the order.

### EETHAR

The Buyer snall be entitled, without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any detect in or failure of the goods or materials supplied which under proper use appear therein and anse from faulty design, materials or workmanship, within a period of 12 calendar months, or auch longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer

## TOTA AND EXCLUSIVE MANUFACTURE

Idesigns, drawings, specifications, technical data, samples, gauges, tools, patterns, moulds and other materials supplied or loaned by the Buyer or made expressly to the Buyer's estructions or paid for by the Buyer snall be marked "Property of DUBAL" and shall be and remain the Buyer's property and shall be returned to the Buyer on demand in good conditions, because of the step of the Buyer of the Buyer's consent in writing, be published or disclosed to any third party or made use of by the suer except for the purpose or interpreting and, or furfilling the order.

## 3. PATENTS AND DESIGNS

Seller guarantees that the sale or use of the goods or materials specified in the order will not infringe any patent design, trade mark, or trade name, and undertake to indemnify ne Buyer against any claims, damages, or costs arising from an actual or alleged infringement. Such quarantee shall not apply in the case of goods made to the design of the Buyer

1 2 22

## 10. INCEMNITY

he Seller will indemnify the Buyer against the following :

- Loss or damage or injury, or death whatsoever and whensover ansing caused to the Buyer, or for which the Buyer may be liable to the third party, due to defective workmanship or unsound quality of goods or materials supplied.
- Claims in respect of death or injury, howsoever caused, to any of the employees of the Seller, its agents or sub-contractors while in or about the Buyer's sites or works or other places of business.

The once quoted by the Seller or shown on the Buyer's official Purchase Order is firm and not subject to variation for any reason. The Buyer shall be entitled to deduct from any m hes due or becoming due to the Seller in connection with the order any monies due from the Seller to the Buyer.

## 2. SSIGNMENT

te Saller shall not sub-contract the whole or any part of the order or the benefit thereof without the written consent of the Buyer.

## 3. PACKING MATERIALS

acking cases, boxes, drums and / or packing materials shall form part of the quoted price and shall not be separately charged by the Seller and shall be regarded as non-returnable imess otherwise agreed in writing by the Buyer.

## TITLE AND BISK

The title and risk in the goods or materials shall not pass to the Buyer until the goods or materials are physically delivered in good condition to the Buyer's works or to any other agreed tessient point.

## F. TISURANCE

The 1) war and forms sub-contractors shall insure all patterns, dies, todis, jigs, goods or materials that may be at their works or in transit against the loss or damage from whatever more ansing except the risks of war, measion, act of foreign enemies, hostilities (whether war be declared or not), divid war, rebellion, revolution, insurrection or military or sumed power, and in such manner that the Buyer and Seller are covered during the benod of manufacture, to the full value of the material in duestion.

The Determinal cause a note of the Buyer's interest in the insurance collicias taken out cursuant to paragraph (a) of 3 Condition to be made thereon and shall produce as and when required by the Buyer the relevant policy or policies or insurance and premium receipts.

# TERMINATION

ris order may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be cald for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

# FORCE MELEURE

the Buyer's prevented from taking delivery by any cause beyond its control including but without limitation any Government Act. Government Regulation, strike lockout or fire. In Edwar shall be entitled to cancel or delay the order in whole or in part.

# in a rannitions and dilituotations, loffers and laccaptances, anali be coverned by and construed in accordance with English law.

....ae... ot Fumar analinot supply The roods or materials. anali not supply goods or materials which have deen manutactured or processed in Israel nor shall the services of any israeli organisation be used in handling or transportJacet Ali 846666 47240 DALJA EM 758 : 346292

# DUBAI ALUMINIUM COMPANY LIMITED

ر رسائر شيفرنية ۸۵٬۳۹۳ PURCHASE ORDER Sheet No. Date ssued Purchase Order No. 9833 01-JUN-98 0130556 WAGSTAFF ENGINEERING INC. N.3910 FLORA ROAD Delivery Required by 15-JUL-98 SPOKANE, WASHINGTON 99216 UNITED STATES OF AMERICA Mode of Shipment BY AIR Deliver To KUEHNE & NAGEL Vendor Ref. C1016/980526 MAIL TRANSFER - 30 DAYS FROM RECEIPT Payment Terms Celivery Terms INCOTERMS 1990, (EXW) EX WORKS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL PAPERS AND PACKAGES RELATING TO THIS ORDER.
INVOICES IN DUPLICATE ARE TO QUOTE PURCHASE ORDER NUMBER AND MARKED FOR ATTENTION OF ACCOUNTS DEPT.
ONLY ONE ORDER IS TO BE COVERED BY EACH INVOICE.

KET 'c'	QUANTITY	UNIT	REQUISITION STOCK No.	DESCRIPTION	UNIT PRICE
				ATTN : MR. ROCKY WEIGUM	
				•	
1	20	EΑ	97-30-25	CAP, INJECTOR, WAGSTAFF, PNVWF	2.5000
2	30	EA	97-30-27	SPRING, RETURN, SS, WAGSTAFF, PN6J5	3.8500
3	30	EΑ	97-30-29	PIN, INJECTOR, WAGSTAFF, PN59E	.6500
4	20	EΑ	97-30-30	RETAINER, INJECTOR PACKING, WAGSTAFF, PNR41	2.7500
5	50	ΞA	97-30-32	RING,-0,FCR INJECTOR,WAGSTAFF,PNR40	.1500
6	50	EΑ	97-30-34	RETAINER, LOCK-NUT, FOR INJECTOR, WAGSTAFF, PNVWG	1.5000
7	10	ΞA	97-30-33	GASKET, FOR OIL UNIT, WAGSTAFF, PNDB7 '	2.5000
8	24	FT	97-30-94	TUBE, SHRINK, YELLOW, INJECTOR, FOR AIRSLIP CASTING, WAGSTAFF	1.2000
				July 17501	
C	URRENCY		JS DOLLARS	TOTAL ORDER VALUE US	376.30

For all enquiries regarding this order contact

N. H. KHAN, SNR.BUYER

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Accroved By

For and on behalf of UBAI

NIUM COMPANY LTD

Continued on Sheet

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FEVISION D

## CALER FORMS

winnieg wereinader caueg de Buvers viill dot de sacie for orders uniess they are issued on its crinted order forms and duly siched on behalf of the Buver

## ACKNOWN ADDRESS OF DROER

company of this copier must be made by refer out cost. If the delivery date is not stated in the order it must be advised on the acknowledgement, Acceptance of the order antalis acceptance of all its conditions and instructions and in the event of such obstacles making any conditions or instructions of the Seller, whether acceptance of all its conditions and instructions or instructions or

is take duvide note must be ronwarded to the Buyer as instructed on the same day as the goods or materials are descatched.

## ACEMENT AND CANCELLATION

- till is bound on inspection, in manufacture, or in use that any goods or materials supplied do not conform to the specification or sample or if the quality of the material and / or workmanship is defective or not to the Buver's reasonable satisfaction the Buver shall be entitled, without prejudice to its other rights under statute or otherwise, to return the access or materials to the Seiler for replacement at no cost to the Buyer.
  - aide sase or failure by the Seller to deliver or complete within the stipulated time or failure to comply with the conditions of the order, or in the event of continued delivenes of .alective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.
  - and creating the Seiler of any term of the order eitner in respect of time of delivery or otherwise shall, whether the Buver has accopted the goods or materials or any part thereof in all and whether the property in the goods or materials has bassed to the Buyer or not, entitle the Buyer at its option either to treat the order as reduciated in whole or in particular of such contion or the order not so reduciated take action in respect of the breach including a claim for damages where appropriate.

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## PROSE AMENDMENTS

this round necessary to make any alterations to the original order this shall be done by written order amendment. Should the agreed price increase or decrease because of this amendment, the Seller shall notify the Buyer of any change within 14 days from receipt of the written amendment. 

## 3 APPROVAL OF DESIGNS

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## EETHARA

The Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any detect in or failure of the goods or materials supplied which under proper use appear therein and anse from faulty design, materials or workmanship, within a period of 12 calendar months, or auch longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer

## 3 AND EXCLUSIVE MANUFACTURE

Higsigns, drawings, specifications, technical data, samples, gauges, tools, patterns, moulds and other materials supplied or loaned by the Buyer or made expressly to the Buyer is instructions or paid for by the Buyer snall be marked "Property of DUBAL" and shall be and remain the Buyer's property and shall be returned to the Buyer or demand in good condition. Such articles shall be treated as secret and controlled shall not, without the Buyer's consent in writing, be published or disclosed to any third party or made use or by the suer except for the purpose or interpreting and, or fulfilling the order.

## PATENTS AND DESIGNS

Selier guarantees that the sale or use of the goods or materials specified in the order will not infringe any patent design, trade mark, or trade name, and undertake to indemnity ne Buyer against any claims, damages, or costs arising from an actual or alleged infringement. Such quarantee shall not apply in the case of goods made to the design of the Buyer.

#### 10. INCEMNITY

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- Loss or damage or injury, or death whatsoever and whensover ansing caused to the Buyer, or for which the Buyer may be liable to the third party, due to defective workmanship or unsound quality of goods or materials supplied.
- Claims in respect of death or injury, howscever caused, to any of the employees of the Seller, its agents or sub-contractors while in or about the Buyer's sites or works or other

The crice quoted by the Seiler or shown on the Buyer's official Purchase Order is firm and not subject to variation for any reason. The Buyer shall be entitled to deduct from any moes due or becoming due to the Seller in connection with the order any monies due from the Seller to the Buyer.

## SSIGNMENT

te Satter snail not sub-contract the whole or any part of the order or the benefit thereof without the written consent of the Buyer.

## PACKING MATERIALS

Packing cases, boxes, drums and / or packing materials shall form part of the quoted price and shall not be separately charged by the Seller and shall be regarded as non-returnable inless otherwise agreed in writing by the Buyer.

## TITLE AND BISK

The title and risk in the goods or materials shall not pass to the Buyer until the goods or materials are physically delivered in good condition to the Buyer's works or to any other agreed tell- ery point.

## E. TISURANCE

The digitar and for this sub-contractors shall insure all patterns, dies, tools, ligs, goods or materials that may be at their works or in transit against the loss or damage from whatever his respective risks of war, the risks o sumped power, and in such manner that the Buyer and Seller are covered during the benied of manufacture, to the full value of the material in question.

nail cause a note of the Buyer,s interest in the appropriate concessable out pursuant to paragraph عن المنافعة

to the Condition to be made thereon and shall produce as and when required by the Buyer the relevant policy or policies or insurance and premium receipts.

# **HOSTANIMES**

This prider may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be cald for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

## FORCE MEJEURE

re Builer is prevented from taking delivery by any cause beyond its control including but without limitation any Government Act, Government Regulation, strike lockout or fire. In Suver shall be entitled to cancel or delay the order in whole or in part.

# the straint trong and at auditations, offers and lacapatances, analibe doverned by and construed in accordance with English law

# \_...**..............** 2:

To your an analytic supply goods or materials which have deen manufactured or omcessed in Israel nor shall the services of any israeli organisation be used in handling or transporting to a coods or materials. į

Box 10327 Dubai - U.A.S. 0408 | AH 146566 47311 DALUA BIX 

# سيوم ديلي المحسدودة

DUBAI ALUMINIUM COMPANY LIMITED

PURCHASE ORDER Sheet No. Date Issued Purchase Craar No. 9833 C3-MAY-98 WAGSTAFF ENGINEERING INC. 0130139 N.3910 FLORA ROAD Dalivery Feduired by \*SEE DELV SCHEDULE SPOKANE, WASHINGTON 99216 UNITED STATES OF AMERICA Mode of Shipment \*SEE DELV SCHEDULE Deliver To KUEHNE & NAGEL iangor Par. C1016/980414B Payment Tarms MAIL TRANSFER - 30 DAYS FROM RECEIPT MAY 1 5 1998 Janvery Tarms INCOTERMS 1990.(EXW) EX WORKS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL PAPERS AND PACKAGES RELATING TO THIS ORDER.
INVOICES IN DUPLICATE ARE TO QUOTE PURCHASE ORDER NUMBER AND MARKED FOR ATTENTION OF ACCOUNTS DEPT.
DNLY ONE ORDER IS TO BE COVERED BY EACH INVOICE. WAGSTAFF, INC.

			, o se covered st		
7 E) a :0.	CUANTITY	UNIT	REQUISITION STOCK No.	NOITSIRDEEC	UNIT PRICE
				ATTN: MR. ROCKY WEIGUM	
1	50	EΑ	56-62-66	DAM ASSY, OVERFLOW, 8", FOR 178/203 DIA TABLES. WAGSTAFF, PNTBE	118.0000
2	75	EA	56-62-67	DAM ASSY,8",WITH HANDLE,FCR 178/203 DIA TABLES, WAGSTAFF,PNPMV	102.0000
3	40	EA	56-60-62	PLATE, TRANS, STEPPED STRAIGHT, FOR 155MM DIA UNI MOULD, WAGSTAFF, 093060TA/122, PNT6C-N, EA PIECE SEPERATED BY CARDBOARD & ADEQUATELY PKD	32.5000
4	12	EΑ	23-72-78	RING,-0,304.39 ID X3.53MM (12"ID),NBR 70-80, F/203,216,229,254MM DIA MCULD,WAGSTAFF,CP10 PN1J0, BS 1806(AS 568A)	2.5000
5	12	EA	23-73-81	RING0,304.17 ID X5.33MM (12"ID),NBR 70-80, F/203,229MM DIA MCULD,WAGSTAFF,CP1H PN1J8,BS 1806(AS 568A)	2.9500
õ	20	EΑ	56-62-63	DAM ASSY, OVERFLOW, 7", FOR DC3, WAGSTAFF, PNPRC	90.0000
	45	EΑ	15-10-25	RING,GRAPHITE,STEPPED STRAIGHT,FCR 229 DIA MCULD, WAGSTAFF,09302758/140,PNPZD,EA PKD SEPEPATELY IN THERMOCOLE & MARK BOX FRAGILE	121.0000
			here of	2418	
-	FRENCY	U	S DOLLARS M	7417 TOTAL CACER VALUE US	

For all enquiries regarding this order contact M1747

N. H. KHAN, SNR.BUYER

MUM COMPANY LTD Continued on Sheet

## CAUSE FORMS

ry Limited mereinaner called the Buyer livit not be hable for orders unless they are issued on its chinted order for

#### JUNEAU PRESIDENT OF DROPE

dement of this order must be made by return or bost, if the ublivery date is not stated in the order, it must be advised on the advinedgement. Acceptance of the order antails appetance of all its conditions and instructions and in the event of such conditions and instructions conflicting with any conditions or instructions of the Seiler, whether specithe Right is ductation acknowledgement or acceptance or otherwise, the Salier's conditions and instructions shall be geeined to have no application and the Salver's condions and vistructions shall prevail.

DIMOS NOTES. This was noted insist be ronwarded to the Buyer as instructed on the same day as the goods or materials are despatched.

## ACEMENT AND CANCELLATION

- this stound on inspection, in manufacture, or in use that any goods or materials supplied do not conform to the specification or sample or if the quality of the material and / or workmanship is defective or not to the Buver's reasonable satisfaction the Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to return the access or materials to the Seller for replacement at no cost to the Buyer.
  - side case or failure by the Saller to deliver or complete within the stipulated time or failure to comply with the conditions of the order, or in the event of continued delivenes of lajective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.
  - From the action by the Seller of any term of the order either in respect of time of delivery or otherwise shall, whether the Buyer has accepted the goods or materials has bassed to the Buyer or not, entitle the Buyer at its option either to treat the order as repudiated in whole or in part or 1900 and or 1900 action by the order not so repudiated take action in respect of the breach including a claim for damages where appropriate.

## STREET AMENDMENTS

is found necessary to make any alterations to the original order this shall be done by written order amendment. Should the agreed price increase or decrease because of this amengment, the Seller shall notify the Buyer of any change within 14 days from receipt of the written amendment.

## 3. APPROVAL OF DESIGNS

menths carrs to be celivered are to be manufactured in accordance with the Seller's designs plans or drawings or when samples are to be submitted for approval by the Buyer, the abundant of the Seller from the Collegations to comply with the specification or any other requirements that may be detailed in the order.

LARANTEE The Buyer snall be entitled, without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any detect in or failure of the goods or materials supplied which under proper use appear therein and anse from faulty design, materials or workmanship, within a period of 12 calendar months, or auch longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer.

#### CLG AND EXCLUSIVE MANUFACTURE

Adaptions, drawings, specifications, technical data, samples, gauges, tools, patterns, moulds and other materials supplied or loaned by the Buyer or made expressly to the Buyer's structures or paid for over the Buyer on demand in good conditions or paid for over the Buyer on demand in good conditions or paid to the Buyer's property and shall be returned to the Buyer on demand in good conditions are the Buyer's consent in writing, be published or disclosed to any third party or made use or by the suer except for the purpose or interpreting and confulfilling the order.

## 9. PATENTS AND DESIGNS

the Seller guarantées that the sale or use of the goods or materials specified in the order will not infringe any patent design, trade mark, or trade name, and undertake to indemnify na Buver against any claims, damages, or costs ansing from an actual or alleged infringement. Such quarantee shall not apply in the case of goods made to the design of the Buyer.

the Seller will indemnify the Buyer against the following:

- (a) Loss or damage or injury, or death whatsoever and whensover ansing caused to the Buyer, or for which the Buyer may be liable to the third party, due to defective workmanship or unsound quality of goods or materials supplied.
- Claims in respect of death or injury, howsoever caused, to any of the employees of the Seller, its agents or sub-contractors while in or about the Buyer's sites or works or other

#### PRICE

The once quoted by the Seller or shown on the Buyer's official Purchase Order is firm and not subject to variation for any reason. The Buyer shall be entitled to deduct from any moresidue or becoming due to the Seller in connection with the order any monies due from the Seller to the Buyer.

## SCIGNMENT

te Satter shall not sub-contract the whole or any part of the order or the benefit thereof without the written consent of the Buyer.

## PACKING MATERIALS

Packing cases, boxes, drums and / or packing materials shall form part of the quoted price and shall not be separately charged by the Seller and shall be regarded as non-returnable unless otherwise agreed in writing by the Buyer.

## TITLE AND RISK

The title and risk in the goods or materials shall not pass to the Buyer until the goods or materials are physically delivered in good condition to the Buyer's works or to any other agreed tass ary point.

## E MEURANCE

- The Guillar and Forms sub-contractors shall insure all patterns, dies, tools, jigs, goods or materials that may be at their works or in transit against the loss or camage from whatever ansure ansuring except the risks of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or successful and in such manner that the Buyer and Seller are covered during the period of manufacture, to the full value of the material in duestion.
- ोर है से er shall cause a note of the Buyer's interest in the insurance policies taken out pursuant to paragraph (a)
  - 20 3 Condition to de made thereon and snail produce as and when required by the Buyer the relevant policy or policies or insurance and premium receipts.

TERMINATION
This prider may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be cald for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

## FORCE MEJEURE

in Buyer's prevented from taking delivery by any cause beyond its control including but without limitation any Government Act. Government Regulation, strike lockout or free the Bover shall be entitled to cancel or delay the order in whole or in part.

# CLAY The properties and discustations, offers and acceptances, shall be doverned by and construed in accordance with English law. j.:3 -4EL 01

Figure is that inclinately goods or materials which have deen manufactured or omcessed in Israel nor shall the services of any israeli organisation be used in handling or transport and the colors or materials.

unx : 3627/Dubai - U.A.E. Bobi Ni 346966 Botton DALLA EM -3232

# ستسركنه المسسيوم ديلي المحسدودة

DUBAI ALUMINIUM COMPANY LIMITED

PURCHASE OFFER Sheet No. Europase Circer Mo Date issued 9833 WAGSTAFF ENGINEERING INC, 0130139 03-MAY-98 N.3910 FLORA ROAD Dailvery Required by \*SEE DELV SCHEDULE SPOKANE, WASHINGTON 99216 UNITED STATES OF AMERICA Mode of Shipment \*SEE DELV SCHEDULE Dariver To KUEHNE & NAGEL Mendor Pet. C1016/980414B Payment Terms MAIL TRANSFER - 30 DAYS FROM RECEIPT Delivery Tarms INCOTERMS 1990, (EXW) EX WORKS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL PAPERS AND PACKAGES RELATING TO THIS ORDER. INVOICES IN DUPLICATE ARE TO QUOTE PURCHASE ORDER NUMBER AND MARKED FOR ATTENTION OF ACCOUNTS DEPT. DNLY ONE ORDER IS TO BE COVERED BY EACH INVOICE.

L					
Б.И С.	ידודאגטבי	UNIT	REQUISITION STOCK No.	DESCRIPTION	UNIT PRICE
8	25	EΑ	56-62-64	DAM ASSY,7",WITH HANDLE,FOR DC3,WAGSTAFF,PNPRA	90.0000
9	21	EΑ	56-60-31	PLATE, TRANSITION, SSG, FOR 203 MM DIA, WAGSTAFF	39.7500
10	30	ΞA	56-48-41	PIN ASSY, LOCKING, STARTING HEAD, FOR DC3, WAGSTAFF, PNA78	8.0000
				** DELIVERY SCHEDULE **  ITEM DELY QTY DATE REQD SHIP MODE	
				1 1 50 15-MAY-98 BY SEA 2 1 75 15-MAY-98 BY SEA 3 1 40 15-JUN-98 BY SEA 4 1 12 15-MAY-98 BY AIR 5 1 12 15-MAY-98 BY AIR 6 1 20 15-JUN-98 BY SEA 7 1 45 15-JUN-98 BY SEA 8 1 25 15-JUN-98 BY SEA 9 1 21 15-JUN-98 BY SEA 10 1 30 15-MAY-98 BY AIR	
);	JPREMOY	U	S DOLLARS	TOTAL CADER VALUE US	25435.15

For all enquiries regarding this order contact

N. H. KHAN, SNR.BUYER

Approved By

For and on benail of CABALALUMI (LM COMPANY LTD Cantinued on Sheet

## SANCER FORMS

imited and to the edition in the Buyer will not be leaded for orders unless they are issued on its chance from send duly signed on pendit of the Buyer

## LEIGHT OF DROER

resignment at this order must be made by return or cost. If the delivery date is not stated in the order it must be advised on the advised ament, acceptance of the order antains acceptance of all its conditions and instructions and in the event or such conditions and instructions conflicting with any conditions or instructions and in the event or such conditions conflicting with any conditions or instructions and in the event or such conditions and instructions conflicting with any conditions or instructions of the Seller, whether specified in a such as the conditions and instructions shall be deemed to have no application and the Buyer's conditions and instructions shall be deemed to have no application and the Buyer's conditions.

## "CETON EON

this culture note must be romarded to the Buyer as instructed on the same day as the goods or materials are despatched.

## ACCIDENT AND CANCELLATION

- lit is found on inspection, in manufacture, or in use that any goods or materials supplied do not conform to the specification or sample or if the quality of the material and / or workmanship is defective or not to the Buyer's reasonable satisfaction the Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to return the accessor materials to the Seller for replacement at no cost to the Buyer.
  - nine case or failure by the Saller to deliver or complete within the stipulated time or failure to comply with the conditions of the order, or in the event of continued deliveries of .alective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.
  - and or had now the Seiler of any term of the order either in respect of time of delivery or otherwise shall, whether the Buyer has accepted the goods or materials or any part thereof rest. And whether the property in the goods or materials has bassed to the Buyer or not, entitle the Buyer at its option either to treat the order as reduciated in whole or in particular of such portion of the property in the property of the preach including a claim for damages where appropriate.

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## 5. PROSE AMENDMENTS

t is found necessary to make any alterations to the original order this shall be done by written order amendment. Should the agreed price increase or decrease because of this amendment, the Seller shall notify the Buyer of any change within 14 days from receipt of the written amendment.

## 3 APPROVAL OF DESIGNS

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he Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any detect in or failure of the goods or materials supplied which under proper use appear therein and anse from faulty design, materials or workmanship, within a period of 12 calendar months, or auch longer ceriod as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer

## 3 AND EXCLUSIVE MANUFACTURE

Institutions or paid for by the Buyer shall be marked "Property of DUBAL" and shall be and remain the Buyer's property and shall be returned to the Buyer on demand in good conditions, the description of the Buyer shall be marked "Property of DUBAL" and shall be and remain the Buyer's property and shall be returned to the Buyer on demand in good conditions, the description of the Buyer's consent in writing, be published or disclosed to any third party or made use of by the aner attoapt for the purpose or interpreting and, or fulfilling the order.

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## HEURANCE

The digital and forms sub-contractors shall insure all patterns. Jies, tools, tigs, goods or materials that may be at their works or in transit against the loss or damage from whatever has be a subjected to the risks of war, the list of the grant and the risks of war, the list of the grant and the risks of war, the list of the grant and the risks of war, the list of the grant and the risks of war, the list of the grant and the risks of war, the list of the grant and the risks of war, the list of the grant and the risks of war, the list of the grant and the risks of war, the list of the grant and the risks of war, the list of the grant and the risks of war, the risks of sumped cower, and in such manner that the Buyer and Seller are covered during the benied of manufacture, to the full value of the material in question

ों के निस्तर shall cause a note of the Buyer,s interest in the insurance collicies taken out pursuant to paragraph की

to the Condition to be made thereon and shall produce as and when required by the Buyer the relevant policy or policies or insurance and premium receipts.

# TEMINATION

This order may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be cald for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

## FORCE MELEURE

in Buyer's prevented from taking delivery by any cause beyond its control, notuding but without limitation any Government Act, Government Regulation, strike lockout or fire. In Bover shall be entitled to cancel or delay the order in whole or in part.

to a rand tions and disquotations, offers and lacceptances, analibe governed by and construed in accordance with Enclish law

# ್ಷಣ ಕಡೆದಿ ೫೦

y um ar anali not supply goods or materials which have seen manufactured or processed in Israel nor shall the services of any israeli organisation be used in handling of transporting to a topos or materials. į

ไอท. 0627 **ตุบอล**เ - ป.A.E. เลอิลเ พ. 344866 - 1147 ป.ค.ม.ค. 514 พ. พ. พ. 2000

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	9833						Date	\$7#2
	WAGS	TAFF	ENGINEERING INC	<b>.</b> .	0130298		13-MAY	<u>-98</u>
	SPOK	ANE.	CRA RCAD WASHINGTON 2921		Digitis each of white control on s	30-JUN-98		
	UNIT	ED ST	ATES OF AMERICA		Mode of Billoman	BY AIR		
Se	tor Pei.				Jaiwar To KUEHNE	& NAGEL		
<b>:</b> ::::	Tant Tarms	MAIL	TRANSFER - 30	DAYS FROM RECEIPT				
] es	rery Terms	INCO	TERMS 1990.(EXW	V) EX WORKS				
	'IVCICES IN	DUPLIC	NUMBER MUST APPEA ATE ARE TO QUOTE PI S TO BE COVERED BY E	R ON ALL PAPERS AND PACKAGES FEL. URCHASE CADER NUMBER AND MARKE EACH INVOICE.	- -7110 TO THE TROST. 3 408 - TENT (N. 34	מבם פדיינו מני		
Ella G.	QUANTITY	UNIT	REQUISITION STOCK No.	DESCR	BETCH		1	NT PRICE
	:			ATTN : MR.ROC	KY WEIGUM		i i 1	
4	200	EΑ	0722721	INJECTOR CAP PNVWF				2.5000
2	500	EA	0722721	RETURN SPRINGS SS PN6J5				3.8500
3	500	EΑ	0722721	INDICATOR PIN PN59E			4	.6500
<u>,1</u>	500	EΑ	0722721	INJECTOR PACKING RETAINE	IR PNR41		į t	2.7000
ō	500	EΑ	0722721	INJECTOR C-RING PNR40	•		!	.1500
ŝ	100	EΑ	0722721	INJECTOR LOCKNUT PNVWG			-	1.5000
7	50	ĒΑ	0722721	GASKET FOR OIL UNIT WAGS	STAFF PNDB7			2.5000
	; ;						• • • •	
				YOUR QUOTATION REF. C101 REFERS.	6/980508 DATED	08.05.199	3 .	
			<i>f</i>	M17385 / June 95		······································	:	
-	UPPENCY		S DOLLARS	/	TOTAL 0/30 \$7	= U\$		4450.00

For all enquines regarding this order contact

M. H. KHAN. SNR.BUYER

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4430.00

#### THE TOPMS

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## CKNOWLEDGEMENT OF DADER

contains acceptance of all its conditions and instructions and in the event of such conditions and instructions of the order contains acceptance of all its conditions and instructions and in the event of such conditions and instructions contricting with any conditions or instructions of the Seller, whether specified in the Seller's duotation acknowledgement or acceptance or otherwise, the Seller's conditions and instructions shall be geemed to have no application and the Buyer's conditions.

## "05 HOTES

is taked upwide note must be ronwarded to the Buyer as instructed on the same day as the goods or materials are despatched.

## ACEMENT AND CANCELLATION

- his is found on inspection, in manufacture, or in use that any goods or materials supplied do not conform to the specification or sample or if the quality of the material and / or workmanship is defective or not to the Buver's reasonable satisfaction the Buver shall be entitled, without prejudice to its other rights under statute or otherwise, to return the access or materials to the Seiler for replacement at no cost to the Buyer.
  - acts gase of failure by the Saller to deliver or complete within the stipulated time or failure to comply with the conditions of the order, or in the event of continued delivenes of .afective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.
  - and in Page 1 and the critical street of the order either in respect of time of delivery or otherwise shall, whether the Buyer has accepted the goods or materials or any part thereof and whether the property in the goods or materials has bassed to the Buyer or not, entitle the Buyer at its option either to treat the order as reduciated in whole crin part or the propert of such control or the propert of so reduciated take action in respect of the preach including a claim for damages where appropriate.

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## S. DROER AMENDMENTS

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## 3. APPROVAL OF DESIGNS

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...AAANTEE be during small be entitled, without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any detect in or failure of the goods or materials supplied which under proper use appear therein and anse from faulty design, materials or workmanship, within a period of 12 calendar months, or such longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyen

#### **.3 AND EXCLUSIVE MANUFACTURE**

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#### PICE

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- The General cause a note of the Buyer's interest in the insurance objects taken out pursuant to paragraph (a).
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The strain trops and discustations, offers and acceptances, shall be coverned by and construed in accordance with Enclish law.

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. O. Box : 3627 Qubai - U.A.E. Bi. : Jebel Ali 846666 Ck. : 47240 DALJA EM Facsimile : 346292

DUBAI ALUMINIUM COMPANY LIMITED

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To. 202	0	Purchase Order No	Date Issued
	STAFF ENGINEERING INC,	0130527	31-MAY-98
SPO	910 FLCRA ROAD KANE, WASHINGTON 99216	Delivery Required by *SEE	DELY SCHEDULE
UNI	TED STATES OF AMERICA	Mode of Shipment BY SE	A
/endor Ref.		Deliver To KUEHNE & NAG	EL
Payment Terms	MAIL TRANSFER - 30 DAYS FROM RECEIPT		
Delivery Terms	INCOTERMS 1990, (EXW) EX WORKS		

ONLY ONE ORDER IS TO BE COVERED BY EACH INVOICE.

rem No. O	DUANTITY	UNIT	REQUISITION STOCK No.	DESCRIPTION	UNIT PRICE
				ATTN : MR.ROCKY WEIGUM	
1	30	EΑ	56-60-21 M17493	PLATE, TRANS, STEPPED STRAIGHT, MATERIAL N17, UNCOATED FOR 178 DIA MOULD, WAGSTAFF, 09302020TB/120 PNPWP, EA PIECE SEPERATED BY CARDBOARD & ADEQUATELY PKD	35.3000
2	100	EΑ	13-88-04	INSERT, THREAD, RIGID, STEEL, M6 X 1 X 10MM, OUTSIDE M10 X 1.25, FOR MOULD REPAIR, WAGSTAFF, REF KEENSERT KNM6X1F, PNEW9	4.4000
3	1	EA	30-22-16 M 72497	SEALANT, MASTER BOND POLYMER SYSTEM, FOR AIRSLIP CASTING GRAPHITE RINGS, WAGSTAFF, PNK5Z, 1 PINT/BOTTLE	85.0000
				** DELIVERY SCHEDULE **  ITEM DELV QTY DATE REQD SHIP MODE	
				1 1 30 15-AUG-98 BY SEA 2 1' 100 15-AUG-98 BY SEA 3 1 1 18-JUN-98 BY SEA	:
			five g	REF YOUR QUOTE : C1016/980526A & B	
CUR	RENCY	U	S DOLLARS	TOTAL ORDER VALUE US	1584.00
			S DOLLARS	TOTAL CADER VALUE US	1

N. H. KHAN, SNR.BUYER

Continued on Sheet

### THE TOPMS

ny Limited i nereinalter nalied (ne Buyer) illim fot de l'adle for orders unless they are issued on its proted order forms and duly signed on tendit of the Buyer

## CICHOWLEDGEMENT OF DROER

assignment of this organ must be amade by return of cost. If the delivery date is not stated in the order, it must be advised on the adxnowledgement, Acceptance of the order antains acceptance of all its conditions and instructions and in the event of such conditions and instructions conflicting with any conditions on instructions of the Selier, whether specified a substance of the selier, whether specified and the substance of the selier, whether specified and the substance of the selier is conditions and instructions shall be deemed to have no application and the Suver's conditions.

### "GE HOTES

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## ACRES IT AND CANCELLATION

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- ass or damage or injury, or death whatsoever and whensover ansing caused to the Buyer, or for which the Buyer may be liable to the third party, due to defective workmanship or unsound quality or goods or materials supplied.
- Claims in respect of death or injury, howscever caused, to any of the employees of the Seller, its agents or sub-contractors while in or about the Buyer's sites or works or other

The once quoted by the Seller or shown on the Buyer's official Purchase Order is firm and not subject to variation for any reason. The Buyer shall be entitled to deduct from any moes due or becoming due to the Seller in connection with the order any monies due from the Seller to the Buyer.

## SSIGNMENT

se Seller snall not sub-contract the whole or any part of the order or the benefit thereof without the written consent of the Buyer.

## PACKING MATERIALS

acking cases, boxes, drums and / or packing materials shall form part of the quoted price and shall not be separately charged by the Seller and shall be regarded as non-returnable inless otherwise agreed in writing by the Buyer.

## TIT! E AND BISK

he title and risk in the goods or materials shall not pass to the Buyer until the goods or materials are physically delivered in good condition to the Buyer's works or to any other agreed tessiery point.

## EDMARUELL

The digitar and forms sub-contractors shall insure all patterns, dies, tools, figs, goods or materials that may be at their works or in transit against the loss or damage from whatever and a susing except the risks of war, revalution, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or sumes cower, and in such manner that the Buyer and Seller are covered during the benied of manufacture, to the full value of the material in question

The Dever small cause a note of the Buyerus interest in the insurance collicies taken out pursuant to paragraph (a)

is a submodition to de made thereon and shall produce as and when required by the Buyer the relevant policy or policies or insurance and premium receipts.

## TEMINATION

its order may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be cald for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer snall not be liable for any loss to the Seller including consequential loss.

## FORCE MEJEURE

ne Buyer's prevented from taking delivery by any cause deyond its control noticing but without limitation any Government Act. Government Regulation, strike lockout or Fra. ingliBuver shall be entitled to cancel or delay the order in whole or in part.

# 🔗 a rond trons and all quotations. Offers and lacceptances, shall be governed by and construed in accordance with English law

Uming that including goods or materials which have been manufactured or processed in Israel nor shall the services of any israeli organisation be used in handling or transport. THE TODOS OF MAIGNAIS.

Box 13827 Dubai - U.A.E. 0906 | ANG 46666 | 47**3**47 | DIVLUA ISM 46292

حيوم ديلي المحس ٨ ورة

# DUBAI ALUMINIUM COMPANY LIMITED

PURCHASE DRDER Sheet No. Date ssued Burchase Order No. 9833 C3-MAY-98 WAGSTAFF ENGINEERING INC. 0130139 N.3910 FLORA ROAD Dativery Required by \*SEE DELV SCHEDULE SPOKANE, WASHINGTON 99216 UNITED STATES OF AMERICA Mode of Shipment \*SEE DELV SCHEDULE Deliver To KUEHNE & NAGEL rangar ∃ef. C1016/980414B nument Terms MAIL TRANSFER - 30 DAYS FROM RECEIPT MAY 1 5 1998 Danvery Terms INCOTERMS 1990, (EXW) EX WORKS WAGSTAFF, INC.

PURCHASE ORDER NUMBER MUST APPEAR ON ALL PAPERS AND PACKAGES RELIXTING TO THIS ORDER.
INVOICES IN DUPLICATE ARE TO QUOTE PURCHASE ORDER NUMBER AND MARKED FOR ATTENTION OF ACCOUNTS DEPT.
DNLY ONE ORDER IS TO BE COVERED BY EACH INVOICE.

7/234 . io.	CUANTITY	UNIT	REQUISITION STOCK No.	DESCRIPTION	UNIT PRICE
	,			ATTN: MR. ROCKY WEIGUM	
1	50	EΑ	56-62-66	DAM ASSY, OVERFLOW. 8", FOR 178/203 DIA TABLES. WAGSTAFF, PNTBE	118.0000
2	75	EA	56-62-67	DAM ASSY,8",WITH HANDLE,FOR 178/203 DIA TABLES, WAGSTAFF,PNPMV	102.0000
3	40	EΑ	56-60-62	PLATE, TRANS, STEPPED STRAIGHT, FOR 155MM DIA UNI MOULD, WAGSTAFF, 093060TA/122, PNT6C-N, EA PIECE SEPERATED BY CARDBOARD & ADEQUATELY PKD	32.5000
4	12	EΑ	23-72-78	RING,-0,304.39 ID X3.5SMM (12"ID),NBR 70-80, F/203,216,229,254MM DIA MCULD,WAGSTAFF,CP10 PN1J0, BS 1806(AS 568A)	2.5000
5	12	EA	23-73-81	RING0,304.17 ID X5.33MM (12"ID),NBR 70-80, F/203,229MM DIA MOULD,WAGSTAFF,CP1H PN1J8,3S 1806(AS 568A)	2.9500
3	20	EΑ	56-62-63	DAM ASSY, OVERFLOW, 7", FOR DC3, WAGSTAFF, PNPRC	90.0000
7	45	EΑ	15-10-25	RING,GRAPHITE,STEPPED STRAIGHT,FOR 229 DIA MCULD, WAGSTAFF,09302758/140,PNPZD,EA PKD SEPERATELY IN THERMOCOLE & MARK BOX FRAGILE	121.0000
			West 1	1418	
	FPENCY	U	S DOLLARS M	TOTAL GADER VALUE US	
	For all enquines	regardi	ng this order contact	7474 CD, Acoroved By	

M) II

N. H. KHAN, SNR.BUYER

UM COMPANY LTD Continued on Sheet

المعتدد حجركن

المعادة منظاني

م ارسائل تبينزنية ۲۰۰۲ م

تعرز

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### CONTRACTOR

anya, Anjirinahan Domogny Limited inereinalter nahed ine Buyeri iviii not de kacie for orders unless they are issued on its crinted order forms and duly signed on dendt of the Buyer

### CICHOWLEDGEMENT OF DRDER

inclinaceament of this order must be made by return of bost. If the delivery date is not stated in the order, it must be advised on the acknowledgement. Acceptance of the order entails acceptance of all its conditions and instructions and in the event of such conditions and instructions conflicting with any conditions or instructions or the Seiler, whether specified in the Seiler's conditions and instructions shall be deemed to have no application and the Buver's conditions. and and distructions shall prevail.

### :0"02 ::0T33

cas to require anote must be remarked to the Buyer as instructed on the same day as the coops or materials are despatched.

## ACEMENT AND CANCELLATION

- 2) 1.t is found on inspection, in manufacture, or in use that any goods or materials supplied do not conform to the specification or sample or if the quality of the material and conformation or sample or if the quali \*\*\*commanship is defective or not to the Buyer's reasonable satisfaction the Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to return the hopping or materials to the Seller for replacement at no cost to the Buyer.
  - acts a case or failure by the Seller to deliver or complete within the stipulated time or failure to comply with the conditions of the order, or in the event of continued deliveries of afective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.
  - enumbach by the Seiler of any term of the order either in respect of time of delivery or otherwise shall, whether the Buyer has accepted the goods or materials or any part thereof

## 5. DADER AMENDMENTS

tis found necessary to make any alterations to the original order this shall be done by written order amendment. Should the agreed price increase or decrease because of this amendment, the Seller shall notify the Buyer of any change within 14 days from receipt of the written amendment.

## 5. APPROVAL OF DESIGNS

From the carts to be delivered are to be manufactured in accordance with the Seller's designs plans or drawings or when samples are to be submitted for approval by the Buyer, the accordance with the Seller's designs plans or drawings or when samples are to be submitted for approval by the Buyer, the accordance with the specification or any other requirements that may be detailed in the order.

#### EFTMAR.

e Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any detect in or faiture of the goods or materials supplied which under proper use appear therein and anse from faulty design, materials or workmanship, within a period of 12 calendar months, or auch longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer.

disasigns, drawings, specifications, technical data, samples, gauges, tools, patterns, moulds and other materials supplied or loaned by the Buyer or made expressly to the Buyer's estructions or paid for by the Buyer snall be marked "Property of DUBAL" and shall be and remain the Buyer's property and shall be returned to the Buyer on demand in good condition. Such articles snall be treated as secret and confidential and snall not, without the Buyer's consent in writing, be published or disclosed to any third party or made use or by the and accept for the purpose or interpreting and, or fulfilling the order.

### 3. PATENTS AND DESIGNS

Seller guarantees that the sale or use of the goods or materials specified in the order will not infringe any patent design, trade mark, or trade name, and undertake to indemnify ne Buyer against any claims, damages, or costs ansing from an actual or alleged infringement. Such quarantee shall not apply in the case of goods made to the design of the Buyer

#### 10. INCEMNITY

- or unsound quality of goods or materials supplied.
- Claims in respect of death or injury, howsoever caused, to any of the employees of the Seller, its agents or sub-contractors while in or about the Buyer's sites or works or other diaces of business.

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The Deservability cause a note of the Buyer is interest in the insurance collicies (aken out dursuant to paragraph (a) of the Buyer is interest and produce as and when required by the Buyer the relevant policy or policies or insurance and premium receipts.

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erranditions and air tuotations, offers and lacabetances, shall be doverned by and construed in accordance with English law

## عولاماد المعادات

Limitar anali not aupoly Tel coods or materials. Locity goods of materials which have legen manufactured or processed in Israel nor shall the services of any Israeli organisation be used in handling of fransbort.